

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Lease Agreement with
Senator Patty Murray for
lease of space in the Wall
Street Building

____ Briefing
____ Proposed Action
____ Consent
☒ Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing
____ Budget Advisory

COUNCIL BILL #
Originating Department
Contact Person
Phone Number
FOR AGENDA OF

Facilities/Real Property
Barb Hardman
(425) 257-7294
February 3, 2016

Initialed by:
Department Head
CAA
Council President

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
2930 Wetmore Ave Suite 9B	2/8/96 Initial Lease Agreement; 1/1/99 Renewal 11/6/13 Renewal	Lease Agreement	Facilities/Property Management

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Senator Patty Murray leases 220 square feet of office space on the ninth floor of the Wall Street Building. The current lease term expired on December 31, 2015, leaving Senator Murray as a "month to month" tenant during which time the Sargent at Arms revised the lease format for the Senator.

Senator Murray wishes to remain in the space. Other than the new format, the proposed lease terms are essentially the same as the original lease except that the attached lease is for a one year term beginning January 1, 2016, and expiring at midnight on January 2, 2017, and the proposed rent is \$545.97 a month which reflects current market rate for the leased space.

RECOMMENDATION:

Authorize the Mayor to sign the Lease Agreement with Senator Patty Murray for lease of space in the Wall Street Building.

United States Senate

Home State Office Lease Agreement
Washington, DC 20510

1. **THIS LEASE AGREEMENT** ("Lease") is made by and between **CITY OF EVERETT** ("Landlord") and the **HONORABLE PATTY MURRAY**, ("Tenant") in his official capacity and in accordance with and subject to the statutory requirements set forth in 2 U.S.C. §6317, relating to Home State Office Space for United States Senators, it is hereby agreed as follows, and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

2. BASIC LEASE TERMS and DEFINITIONS:

- a. **PREMISES:** 220 usable square feet located in the Building as shown on the location plan attached as Exhibit A.
- b. **BUILDING:** A professional office building also known as the Wall Street Building in the City of Everett.
- c. **BUILDING ADDRESS:** 2930 Wetmore Ave, Suite 903, Everett, WA 98201.
- d. **TERM:** 24 full calendar months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term).
- e. **COMMENCEMENT DATE:** Upon the later of January 1, 2016 and substantial completion of the Premises in accordance with the Work Letter (as hereinafter defined) or the date Tenant takes possession of the Premises, if earlier.
- f. **EXPIRATION DATE:** January 2, 2017, which is the last day of the Senator's current term, except as otherwise provided for in this Lease.
- g. **RENT:** Payable in level monthly installments as follows --
MONTHS: 24
INSTALLMENTS: \$545.97
ANNUAL RENT: \$6551.64
* Plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of Minimum Annual Rent for such period based on a thirty day (30) day basis and the amount of the monthly installment specified above.
- h. **NO SEPARATE CHARGES:** No separate charges for any operating expense, cost of living increase, pro rata expense, escalation, taxes, permits, fees or any other adjustment(s) during the term of this lease.
- i. **USE OF PREMISES:** General office use and related activities.
- j. **PARKING:** *Tenant, Tenant's employees and guests may park in (1) one uncovered parking space at no additional charge in the Wall Street Building Parking Lot on a reserved basis. The Landlord affirms that the current fair market value of this space is \$45.00 per month. The Landlord agrees to notify the Tenant and the U.S. Senate Sergeant at Arms of any change in parking space assignment(s) and/or fair market value of the space(s).*
- k. **EARLY TERMINATION:** Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Senate Sergeant at Arms upon resignation, expulsion, death of the Tenant. Lease may also be terminated by Tenant or the U.S. Sergeant at Arms upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or materially interferes with Tenant's use of the Premises for the intended purpose.

- l. **HOLDOVER:** Month-to-month at the same per month rate during the term of Lease. Terminable by Landlord or Tenant with Sixty (60) days written notice.
- m. **ADDITIONAL DEFINED TERMS:** See Rider 1 for definitions of capitalized terms

n. **ADDRESSES FOR NOTICE:**

LANDLORD

CITY OF EVERETT
2930 Wetmore Ave
Everett, WA 98201-4073
ATTN: Ms. Barb Hardman

FOR PAYMENT OF RENT:
CITY OF EVERETT
2930 Wetmore Ave
Everett, WA 98201-4073

TENANT

On or after commencement date:

Honorable Patty Murray
2930 Wetmore Ave, Suite 903
Everett, WA 98201

COPY TO:
Office of the Sergeant at Arms of the
U.S. Senate
Room S-151
United States Capitol
Washington, DC 20510
stateofficeliasion@saa.senate.gov

SUBMISSION OF MONTHLY RENT INVOICES:
U.S. Senate Sergeant at Arms
Accounts Payable Department
Washington, DC 20510-7205

E-MAIL SUBMISSION OF MONTHLY RENT INVOICES:
stateofficeliasion@saa.senate.gov

- o. **CONTENTS:** The following are attached to and made a part of this Lease:

Rider 1 – Additional Definitions

Exhibit A – Plan Showing Premises
Exhibit B – Intentionally Omitted
Exhibit C – Intentionally Omitted
Exhibit D – Cleaning Schedule
Exhibit E – Intentionally Omitted
Exhibit F – Intentionally Omitted
Exhibit G – Rent Payment Invoice

3. **PREMISES BEING LEASED:** Landlord is leasing to Tenant and Tenant is leasing from Landlord **220** usable square feet of office space located at **2930 Wetmore Ave, Everett, WA 98201-4073**. *Tenant, Tenant's employees and guests may park in (1) one parking space at no additional charge in the Wall Street Building Parking Lot on a reserved basis.* Before the commencement date, Landlord (at Landlord's expense) shall construct improvements, or "initial alterations," to the premises, at its sole expense, in "substantial conformity" with the specifications of the plan, as approved by the Tenant, to be prepared according to the "work letter" attached as **Exhibit E**. Tenant shall be allowed to access the premises twenty (20) days prior to the anticipated commencement date (pre-occupancy access) to permit the Tenant to perform any pre-occupancy work, including without limitation, the installation of telephone, transmission lines, computer cabling, furniture, fixtures (if any) or other communications equipment as required. Prior to the commencement date, the parties shall inspect the premises, have all building systems demonstrated and prepare a "punch list". The punch list shall list incomplete, minor or insubstantial details of construction, necessary mechanical adjustments and needed finishing touches. Landlord shall complete the punch list items within thirty (30) days after the commencement date, performing such work outside of "Business Hours" (as hereinafter defined). During the term of this lease, the Landlord shall correct any latent defects. Premises shall be considered in substantial completion or conformity only if the premises may be used for its intended purpose and the completion of any remaining work will not materially interfere with Tenant's enjoyment of the premises. Landlord warrants that, on the commencement date, the premises, the building and the property will comply with all applicable laws, including those relating to disability access and hazardous materials, that Building Systems serving the Premises are in good working order, and that the Building is properly zoned for the intended use of the Premises. A certificate of occupancy for the

Premises must be issued and delivered to the Tenant. The total amount of amortized space improvements included in the rent is \$0.00 per month.

4. **TERM OF LEASE:** Tenant shall have and hold the leased premises for the period beginning (commencement date) **January 1, 2016** and ending (expiration date) **January 2, 2017**. This lease shall not exceed the term of office which the Tenant is serving on the commencement date of this Lease. Should the Tenant be re-elected to her Senate seat after the expiration of her term of office which she was serving upon the execution of this agreement, the Tenant may holdover in the leased premises until such time as a new agreement has been executed. Any month-to-month holdover may be terminated by either party by providing sixty (60) days advance written notice to the other party. This lease may be terminated by the Tenant or the U.S. Senate Sergeant at Arms in the event of the Tenant's resignation, expulsion, or death by providing sixty (60) days' advance written notice to the Landlord of intention to terminate. In the event of fire, flood, natural disaster, condemnation, contamination or any other occurrence resulting in the loss of the building or otherwise rendering the premises untenable or unfit for the intended use, the Tenant may terminate this lease by providing sixty (60) days advance written notice to the Landlord.
5. **RENT:** The monthly rent for the entire term, including any holdover period, shall be paid in arrears, in monthly installments of **\$545.97**, based on **220** usable square feet for an annual rent **\$6551.64**. The annual rent shall include all applicable Federal, State and local taxes and duties and all occupancy and user permits and fees. Rent shall be due on or about the last day of each month and Landlord shall submit an original invoice in a form approved by the U.S. Senate Sergeant at Arms (**Exhibit G**). Invoices shall be sent electronically via e-mail to stateofficeliasion@saa.senate.gov with subject line containing Tenant's name as identified in Section 1 and the city, state and zip code of the premises. If the invoice cannot be sent electronically, the original invoice may be mailed to the following address: U.S. Sergeant at Arms, Accounts Payable Department, Washington DC 20510-7205. Upon direction from the Tenant and the U.S. Sergeant at Arms, the Secretary of the Senate will pay the Landlord the sum due on a properly submitted invoice. Any payment made to the Landlord by the Secretary of the Senate for any period after this lease has expired or has otherwise been terminated shall be refunded by the Landlord without formal demand. Payments for any fractions of a month shall be prorated on a thirty (30) day basis. Any month-to-month holdover tenancy, if applicable, shall be at the same base rent as in effect at the expirations of this Agreement. Landlord agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Secretary of the Senate with the necessary banking information to facilitate such payments. Notwithstanding any other provision in this lease or any amendment, modification or addition hereto, 2 U.S.C. §6317 limits the maximum annual rate that may be paid to the Landlord for rental of the leased premises and any included fees associated with physical modifications, capital improvements, operating costs, or any other fee, rent adjustment or otherwise, shall at no time exceed the highest rate per square foot charged Federal agencies on the first day of the lease of such office by the Administrator of General Services, based upon a 100 percent building quality rating, for office space located in the place in which the Senator's office is located multiplied by the number of square feet contained in that office used by the Senator and his employees to perform their duties.
6. **TENANT RELOCATION:** Landlord agrees not to relocate Tenant for the Term of this Lease, including any extension or holdover periods, except by agreement of the Tenant to the proposed move requested by the Landlord. In the event the Tenant chooses to accept Landlord's offer to relocate to a different Premises, Landlord shall not increase the monthly rent if the offered Premises is larger or greater in value in terms of square feet, amenities, or location. Landlord shall also reimburse the Tenant for reasonable costs involved with affecting the change in Premises, including but not limited to, initial alterations (if necessary), installation of required security enhancements, moving of furniture and office equipment, new signage and an allowance for making notification to constituents, updating of web-sites/social media and the acquisition of new stationary.
7. **QUIET ENJOYMENT:** Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease.
8. **SECURITY DEPOSIT:** No security deposit shall be required of the Tenant for this lease or for any parking passes or other identification device. Landlord shall provide sufficient number of keys, key fobs, and/or other electronic security system passes required for entry into the premises and/or building as requested by Tenant, and as mutually agreed to by Tenant and Landlord, at no additional cost to Tenant. The Landlord shall also provide Tenant at Landlord's sole expense any replacement keys, replacement key fobs, or replacement of other electronic security system passes provided by the Landlord and/or property management company as requested by Tenant.

9. **UTILITIES AND SERVICES:** Landlord shall provide the following utilities and services for the normal use and occupancy of the premises for general office purposes at no additional cost to the Tenant: Heating, ventilation and air conditioning (HVAC); Electricity (including providing replacement/installation of lighting tubes, lamp ballasts, starters, bulbs and LED bulbs as appropriate for the premises); Water; Janitorial Services (to include all cleaning and lavatory/washroom supplies on a **daily** basis; Elevator(s); Extermination and Pest Control; Carpet Cleaning; Window Washing; Availability of Telephone, Broadband Internet services; and other as such may be arranged for and agreed upon by Landlord and Tenant.
10. **CABLE TELEVISION:** The Landlord shall provide and continue to pay for the installation of cable television and provide monthly cable service in **one (1)** location within the leased premises, including CNN, C-SPAN I, C-SPAN II, and all local channels, but excluding internet service.
11. **MAINTENANCE AND REPAIRS:** The Landlord shall maintain the Property including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Landlord under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Tenant's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. Landlord shall keep the building and leased premises in compliance with all applicable state and local building, safety and fire codes. For the purpose of so maintaining the premises, the Landlord may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Tenant, the Landlord shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Landlord shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Commencement Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Landlord's compliance with this clause. Landlord agrees to provide for snow removal to sidewalks, and maintain access to the parking with a snow melting product and salt at a minimum. Landlord shall not be liable for any damage, either to persons or property, sustained by Tenant or and of his/her employees or guests, caused by Landlord's failure of with respect to maintenance and repairs beyond Landlord's reasonable control as described above.
12. **BUSINESS HOURS:** Normal business hours for Tenant shall be Monday through Friday, 6:00 o'clock AM to 6:00 o'clock PM, unless otherwise agreed to by Landlord and Tenant.
13. **24 x 7 ACCESS TO PREMISES:** Tenant requires access to the premises twenty-four (24) hours a day, seven (7) days a week. There shall be no additional charge to Tenant for non-business hour's usage of Premises.
14. **LANDLORD'S RIGHT TO ENTER PREMISES:** Landlord and its agents, servants and employees may enter the Premises at reasonable times, and at any time in an emergency, without charge, liability or abatement of any rent, to: make repairs, alterations, improvements and additions either required by this Lease or advisable to preserve the integrity, safety and good order of part or all of the Premise or building, provide trash removal and janitorial services required by this Lease, comply with applicable laws under Section 17, show the Premises to prospective lenders or purchasers and, during 120 days immediately before the Lease ends, to prospective tenants, accompanied by a Tenant representative, if so requested by the Tenant, and remove any alterations made by the Tenant in violation of Section 20. Notwithstanding the above, entry is conditioned upon Landlord's: Giving the Tenant at least 24 hours advance notice, except in emergency, promptly finishing any work for which Landlord entered and causing the least practicable interference to the Tenant's operations.
15. **EARLY TERMINATION:** Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Sergeant at Arms upon resignation, expulsion, or death of the Tenant; or may be terminated by Tenant upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster, condemnation or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or unusable for the intended purpose.
16. **INSURANCE AND INDEMNIFICATION:** The Landlord and Tenant acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, 28 U.S.C. §§

2671-80, under which recovery may be sought through the United States Senate Sergeant at Arms for any injury or loss arising under this lease due to the negligent or wrongful act or omission of Tenant or any of Tenant's employees acting within an official scope and capacity. Tenant shall not be required to provide any certificates of insurance to Landlord. Landlord further agrees that neither the Tenant nor the United States Senate, nor any of the United States Senate's officers or employees will indemnify or hold harmless the Landlord against any liability of the Landlord to any third party claim that may arise during or as a result of the Lease or Tenant's occupancy. Landlord hereby indemnifies and agrees to defend and hold harmless the Tenant and all of its officers, agents and servants harmless from claims for personal injury, death or property damage, caused by the negligence or willful misconduct of the Landlord, its agents, employees or invitees; and from all claims, demands, fines, penalties, charges and orders, judgments and enforcement actions of any kind, and all costs and expenses incurred in connection with claims arising out of Hazardous Substances, the presence on the Property of any Hazardous Substances or any spilling, leaking, pumping or other release into the environment (collectively a "discharge") of any Hazardous Substance from the Property in violation of any Environmental Laws, or any activity by Landlord or any predecessors in title to the Property regarding the handling, storage or disposition of Hazardous Substances at any time present on or under the Property.

17. **COMPLIANCE:** During the term, Landlord shall comply with all applicable laws regarding the building and the property, including without limitation Environmental Laws and with the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto ("ADA"), and Landlord shall comply with and perform both the Landlord's obligations, if any, as a public accommodation pursuant to Title III of the ADA and the Tenant's obligations as a public entity pursuant to Title II of the ADA for the premises and all common areas that service the premises. Landlord certifies that the Property (including the premises) are or will be free of asbestos or non-contained asbestos on the commencement date and remain so throughout the term of the lease. If an asbestos inspection has been conducted, Landlord shall furnish a copy to the Tenant ten (10) days prior to the commencement date. Landlord shall certify that the building or premises have not been used for the storage or disposal of any toxic or hazardous substances and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the Property. Tenant will comply, and will cause its employees and agents to comply, with the Building Rules to the extent that the Building Rules do not interfere, conflict or unreasonably restrict the intended use of the Premises or pose a risk to personal safety.
18. **SIGNS:** The Landlord shall provide and pay for suitable building and suite signage which designates the Senator's office in accordance with Tenant's specifications. Landlord, at Tenant's request, shall include the Tenant's name in all building directories throughout the building at no cost to the Tenant. Changes to such directory shall be at no additional cost to the Tenant. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable Laws and the Building Rules. Landlord agrees to permit the conspicuous posting of sign(s) in the Building and/or Leased Premises required by statute or regulation for Federal facilities, including but not limited to, notice of the provisions of 18 U.S.C. §930 (h) concerning the possession of firearms or other dangerous weapons in Federal facilities.
19. **SECURITY:**
The Landlord shall provide and pay for security in accordance with building standards, including adequate lighting in parking areas. Landlord hereby provides authorization for Tenant to continue to provide and/or install security enhancements to the leased premises at Tenant's sole cost and expense. Tenant shall not be required to return the leased premises to their original condition upon the termination of this lease.
20. **CAPITAL IMPROVEMENTS:** Capital improvements to the leased premises shall be made only upon written application to and/or written approval of the Landlord, which shall not be unreasonably withheld. Any improvement, physical modification or other alteration so requested by the Tenant or required by state or local code/law after initial occupancy shall be at Landlord's expense. All improvements shall be made in good workmanlike manner, and in accordance with all state and local building codes and in accordance with the American with Disabilities Act of 1990.
21. **TENANT COOPERATION WITH "GREEN INITIATIVES":** Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiatives" such as LEED certification, which cooperation shall include providing electric consumption data or other relevant and non-sensitive data (as determined by the Tenant and Sergeant at Arms Liaison Office) in proper format for reporting to the U.S.

Green Building Council (or similar or successor authority selected by Landlord). Tenant's cooperation is conditioned upon said certification(s) not resulting in changes to the Lease or the Cleaning Schedule at **Exhibit D**.

22. **ASSIGNMENT:** Landlord shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to the Tenant, and agrees that any such assignment without such notice shall be void for purposes of this Lease. Landlord shall file copies of any such notice with the Tenant and the U.S. Senate Sergeant at Arms at the notification addresses provided in Section 2 of the Lease. Tenant agrees not to assign or sublet the Premises during the course of the Lease.
23. **SALE OR TRANSFER OF LEASED PREMISES:** Landlord shall provide thirty (30) days' prior written notice to Tenant and the U.S. Senate Sergeant at Arms in the event of any sale to a third party of any part of the leased Premises, or Landlord transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Notice shall be sent to the Tenant and U.S. Senate Sergeant at Arms at the addresses in Section 2(n) of the Lease.
24. **BANKRUPTCY AND FORECLOSURE:** In the event that Landlord is placed in bankruptcy proceedings (whether voluntarily or involuntary), the leased Premises is foreclosed upon, or any similar occurrence, the Landlord agrees to promptly notify Tenant and the U.S. Senate Sergeant at Arms in writing at the addresses provided in Section 2 of this Lease.
25. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT:** Landlord warrants that it holds such title to or other interest in the premises and other property as is necessary to the Tenant's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Tenant agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Tenant agrees, however, within twenty (20) business days next following the Tenant and the U.S. Senate Sergeant at Arms receipt of a written demand, to execute such instruments as Landlord may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Landlord if such easement does not interfere with the full enjoyment of any right granted the Tenant under this lease.

No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Tenant under this lease so long as the Tenant is not in default under this lease. Landlord will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Landlord warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the U.S. Senate Sergeant at Arms promptly upon demand.

In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Tenant will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Landlord under this lease, so as to establish direct privity of estate and contract between Tenant and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Tenant; provided, further, that the Tenant and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

None of the foregoing provisions may be deemed or construed to imply a waiver of the Tenant's rights as a United States Government entity.

26. **ESTOPPEL CERTIFICATE(S):** Tenant will cooperate on Landlord's request for an estoppel certificate relating to the leased premises (using a form to be provided in advance by the Landlord, which will not be unreasonably withheld.

Landlord should request an estoppel certificate thirty (30) days prior to the date needed and send a properly completed request form to the Tenant with a copy to the U.S. Senate Sergeant at Arms at the addresses provided for notice in Section 2 of the Lease. The Landlord shall provide a copy of the signed estoppel certificate to the Sergeant at Arms' State Office Liaison promptly upon receipt of the certificate from the Tenant.

27. **TENANT'S PERFORMANCE:** The Tenant enters into this lease on behalf of the United States Senate. However, neither the Senate nor its Officers assume any liability for the performance of the agreement. Payments approved by the Sergeant at Arms and disbursed by the Secretary of the Senate of amounts due the Landlord by the Tenant under the terms of this lease are made solely on behalf of the Senator (Tenant) in the Senator's official and representational capacity. The Landlord agrees to look solely to the Tenant for default of payment or otherwise, and such Senator, in his official capacity, assumes all liability for performance of this lease agreement. Landlord shall provide Tenant and the Senate Sergeant at Arms written notification of any default made by Tenant under the terms of this agreement. Prior to the Landlord taking any action against Tenant for default, Tenant shall have sixty (60) days to cure any default after receipt of written notification from Landlord; however, if such default cannot be cured within such period, Tenant shall have such reasonable period of time as needed to cure such default. Tenant shall not be subject to surcharges, charges, attorney's fees, interest, penalties or similar fees arising from Tenant's default or otherwise.
28. **CONFLICT OF INTEREST:** The Landlord certifies and warrants that the Landlord has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this agreement. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Landlord agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) to which the Landlord is a party, public or private, or which the Landlord undertakes during the period of this contract (including contracts entered into during the period of this contract which include duties to be fulfilled after the termination of this contract). Landlord further certifies and warrants that this Lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Landlord and Tenant certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
29. **INCORPORATION:** This lease constitutes the entire agreement between the parties and each party hereto agrees and acknowledges that there are no other agreements, understandings or obligations except as those set forth herein.
30. **MODIFICATIONS:** Any changes, additions, modifications or amendments to the lease agreement which are inconsistent with the paragraphs set forth herein shall have no force and effect to the extent of such inconsistency unless modified by mutual written agreement by the parties and approved by the U.S. Senate Sergeant at Arms. Copies of any proposed modifications shall promptly be provided to the U. S. Senate Sergeant at Arms at the notice address in Section 2 of this Lease. Any changes, additions, modifications or amendments to the Lease inconsistent with or contrary to Law or Public Policy, including but not limited to, 2 U.S.C. §6317 (Home State office space for Senators; lease of office space), 28 U.S.C. §§ 2671-80 (Federal Tort Claims Act) and 31 U.S.C. §§ 1341, 1517(a) (Antideficiency Act), shall be null and void.
31. **TERMS SEPARATE AND INDEPENDENT:** Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.
32. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to each and every provision of this lease including delivery of the leased premises.
33. **ENFORCEABILITY:** If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of

the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.

34. **COUNTERPARTS:** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
35. **SECTION HEADINGS:** The captions and section headings in this Lease are for convenience only and do not in any way define, limit, describe or amplify the terms of this Lease.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

LANDLORD:

TENANT:

Ray Stephanson
Mayor

Honorable Patty Murray
United States Senator

Date

Date

Rider 1 ADDITIONAL DEFINITIONS

"ADA" means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

"Affiliate" means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

"Agents" of a party means such party's employees, agents, representatives, contractors, licensees or invitees.

"Alteration" means any addition, alteration or improvement to the Premises or Property, as the case may be, including, without limitation, the Tenant Work.

"Building Rules" means the rules and regulations attached to this Lease as Exhibit B as they may be amended by Landlord from time to time with notice of the amendments provided to the Tenant and the U.S. Senate Sergeant at Arms.

"Building Systems" means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety, security or other systems serving the Building.

"Common Areas" means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas.

"Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

"Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

"Land" means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

"Latent Defect" means a defect in the property/premises found after the Tenant takes possession, discovered through the normal use of the premises and not typically found through normal inspection/investigation techniques. The defect can be in either the materials and/or workmanship used in the property/premises.

"Laws" means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

"Lease Year" means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

"Maintain" means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject property in good condition and repair and, at Landlord's election, in compliance with any current or future accreditation of the Building for any so-called "green initiatives".

"Monthly Rent" means the monthly installment of Minimum Annual Rent payable by Tenant under this Lease.

"Mortgage" means any mortgage, deed of trust or other lien or encumbrance on Landlord's interest in the Property or any portion thereof, including without limitation any ground or master lease if Landlord's interest is or becomes a leasehold estate.

"Mortgagee" means the holder of any Mortgage, including any ground or master lessor if Landlord's interest is or becomes a leasehold estate.

"Normal Business Hours" means 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday legal holidays excepted.

"Property" means the Land, the Building, the Common Areas, and all appurtenances to them.

"Rent" means the Minimum Annual Rent and any other amounts payable by Tenant to Landlord under this Lease.

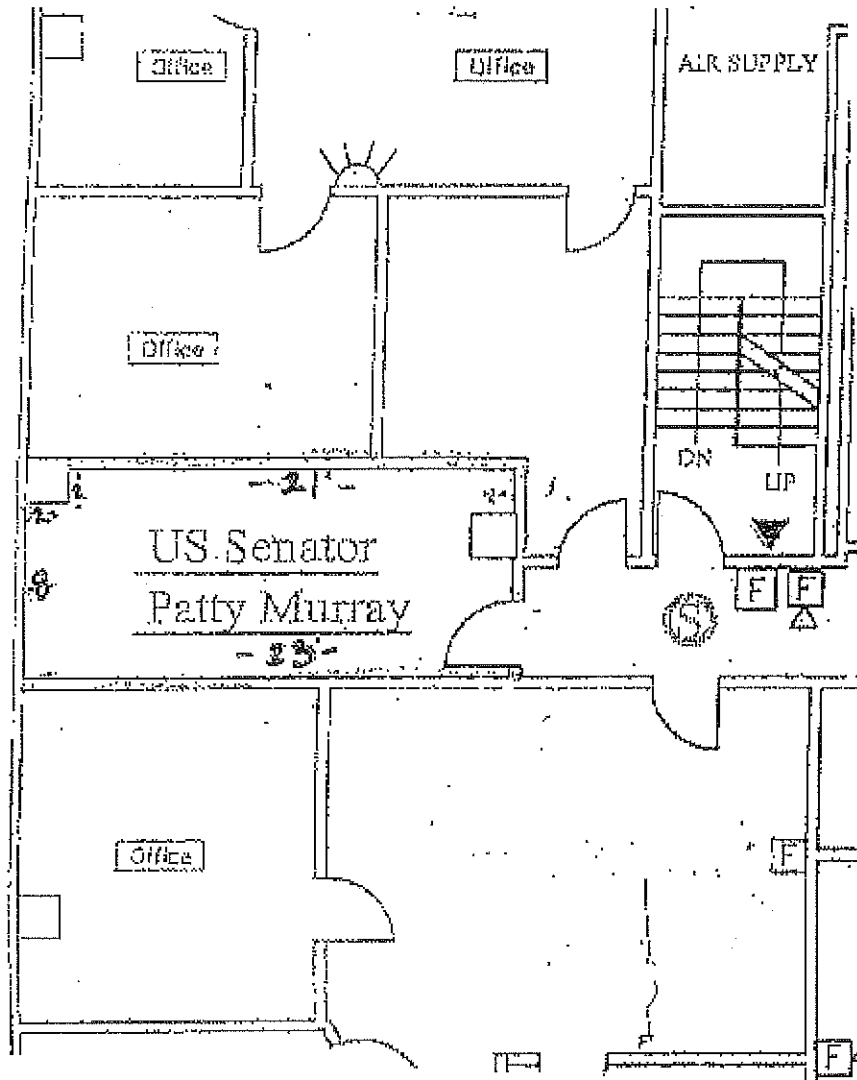
"Taken" or "Taking" means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

"Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer of a direct or indirect controlling interest in Tenant.

"Substantial Completion or Conformity" means the premises may be used for its intended purpose and the completion of any remaining work will not unreasonably interfere with Tenant's enjoyment of the premises. On the Commencement Date, the Property, Building and Premises must be in compliance with all applicable laws, regulations and local ordinances; be properly zoned according to the intended use, and Landlord must have a valid Certificate of Occupancy for the Building or Premises as required by local authorities.

EXHIBIT A (TO DEPROVIDE)

PLAN SHOWING PREMISES



Wall Street Building

EXHIBIT "D"

Tenant space 46,670 Sq. Ft.	Mon	Tues	Wed	Thurs	Fri	2x monthly	Monthly	Quarterly	Annually
Vacuum & spot clean on site	x	x	x	x	x				
Dust mop all hard surfaces	x	x	x	x	x				
Damp mop all hard surfaces		x		x					
Empty trash	x	x	x	x	x				
Clean partition glass	x	x	x	x	x				
Empty recycling	x		x		x				
Clean & polish off Furniture							x		
Clean & sanitize telephones							x		
Detail edge vacuum							x		
Clean door trim								x	
Bathrooms *									
Clean & disinfect									
Toilets sinks & urinals	x	x	x	x	x				
Clean & polish fixtures & disp.	x	x	x	x	x				
Mop floors with germicide/disinfectant	x	x	x	x	x				
Restock paper products	x	x	x	x	x				
Restock soap	as	needed							
Spot clean walls & partitions	x	x	x	x	x				
Polish mirrors	x								
Seal floors								x	
Strip & seal floors									x
Personal products									
Kitchens 3 & Breakrooms (1)									
Clean sink	x	x	x	x	x				
Empty trash	x	x	x	x	x				
Mop or vacuum floor	x	x	x	x	x				
Restock paper products	x	x	x	x	x				
Restock soap	as	needed							
Wax floor								x	
Strip & wax floors									x
Elevators/ Elevator lobbies 4200 Sq. Ft.									
Vacuum	x	x	x	x	x				
Spot clean doors & walls	x	x	x	x	x				
Polish stainless steel						x			
Stairwells									
Sweep stairs					x				
Spot mop stairs					x				
Damp mop stairs								x	
Entry 1525 Sq. Ft.									
Clean glass	x	x	x	x	x				
Vacuum carpet	x	x	x	x	x				
Shampoo carpet/ elevator								x	
Spot mop tile		x	x	x	x				
Damp mop tile	x								
Police stairs & sidewalk (trash)	x	x	x	x	x				